

**Minutes of Meeting  
BOARD FOR CONTRACTORS  
INFORMAL FACT-FINDING CONFERENCES  
July 22, 2003 (9:00 a.m.)**

The Board for Contractors convened in Richmond, Virginia, for the purpose of holding Informal Fact-Finding Conferences pursuant to the Administrative Process Act.

Charles W. Falwell, Board member, presided. No other Board members were present.

Jennifer Kazzie appeared for the Department of Professional and Occupational Regulation.

The conferences were recorded by Inge Snead & Associates, LTD. and the Summaries or Consent Orders are attached unless no decision was made.

Disc=Disciplinary Case  
C=Complainant/Claimant  
Lic=Licensing Application  
A=Applicant  
RF=Recovery Fund Claim  
R=Respondent/Regulant  
Trades=Tradesmen Application  
W=Witness  
Atty = Attorney

Participants

1. Fredrick Reid  
Carrie Bolding  
t/a Reid's Construction  
File Number 2003-01417 (Disc)
2. Fredrick Reid  
Pixie Curry – C  
t/a Reid's Construction  
File Number 2002-01612 (Disc)
3. Thomas King  
King – A  
King's Home Improvement  
Roy Keith - W  
File Number 2003-02501 (Lic)
4. Thomas N. Peregoy Jr.

None  
t/a Universal Contractors  
File Number 2002-01272 (Disc)

5. Monroe Trucking and Excavation Inc.  
Stephen Monroe – R  
File Number 2002-03099 (Disc)  
Pete Hahn – W

6. Charles E Ballard  
Bernard Warthan – C  
t/a CEB's Home Improvements  
File Number 2002-03618 (Disc)

7. Craig J. Putziger  
None  
t/a Star City Heating & Air Conditioning  
File Number 2003-00171 (Disc)

8. John C. Geigle  
Geigle – R  
t/a Complete Home Repairs  
David Bottenfield - C  
File Number 2003-00773 (Disc)

9. John C. Geigle  
t/a Complete Home Repairs  
File Number 2003-00109 (Disc)  
**No IFF held.**

10. Bela Banyai  
None  
File Number 2002-00832 (Disc)

11. Peter Sundholm  
None  
File Number 2002-02799 (Disc)

**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL  
REGULATION**

**BOARD FOR CONTRACTORS**

**RE: FREDRICK REID  
T/A REIDS CONTRUCTION  
LICENSE NUMBER 2705 062897**

**FILE NUMBER: 2003-01417**

**Summary of the Informal Fact-Finding Conference**

An Informal Fact-Finding Conference (IFF) was convened on July 22, 2003, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Fredrick Reid on June 19, 2003. The following individuals participated at the conference: Carrie Bolding, Complainant; Jennifer Kazzie, Staff Member; and Charles W. Falwell, presiding Board Member. Fredrick Reid did not appear at the IFF, nor anyone on his behalf.

**Background**

On November 12, 2002, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from Carrie E. Bolding ("Bolding") regarding a contract entered into with Frederick Reid ("Reid").

On June 21, 2002, Bolding entered into a contract with Reid, in the amount of \$2,275.00, to complete brick piers at the Bolding's residence located at 4709 Millers Lane, Richmond, Virginia.

**Summation of Facts**

1. On or about June 21, 2002, Bolding paid Reid \$800.00 by check.
2. On or about July 6, 2002, Reid started the contracted work by digging thirteen holes and pouring concrete in the holes.
3. On or about July 9, 2002, Bolding paid Reid \$400.00 by check.
4. On or about July 9, 2002, Reid left the project without completing the setting of the rebar, building the brick piers, and cleaning the debris from the job site.

5. On or about September 20, 2002, in the County of Henrico General District Court, Bolding was awarded a \$1,200.00 judgment against Reid.

6. During the IFF, Bolding stated that as of July 22, 2003, Reid has failed to return any of the \$1,200.00 received for work not performed.

7. During the IFF, Bolding stated that as of July 22, 2003, Reid has failed to return and perform the contracted work.

8. During the IFF, Bolding stated that as of July 22, 2003, Reid has failed to satisfy the judgment.

9. The contract used by Reid in the transaction reflected the address of 300 West 27<sup>th</sup> Street, Richmond, Virginia 23235.

10. The licensing records of the Board for Contractors revealed Reid's address of record as 2410 5<sup>th</sup> Avenue, Richmond, Virginia 23222. As of February 19, 2003, the Board had not received a change of address request from Reid.

11. On or about November 27, 2002, Investigator Becky C. Angelilli, the Board's agent, made a written request to Reid at the address of record of 2410 5<sup>th</sup> Avenue, Richmond, Virginia 23222, requesting a written response and supporting documentation to the complaint filed with the Board. The Board's agent requested the documentation be received by December 13, 2002.

12. On or about January 10, 2003, the Board's agent made a second written request to Reid at the address of record and to 300 West 27<sup>th</sup> Street, Richmond, Virginia 23235, the address listed on the contract, requesting that the documentation be received by January 22, 2003.

13. On January 24, 2003, the Board's agent spoke with Reid by telephone and he told the Board's agent that he would send a response.

14. As of February 20, 2003, Reid failed to respond to the Board's agent's requests.

15. The contract used by Reid in the transaction failed to contain the minimum provisions required by the Board's 2001 Regulation 18 VAC 50-22-260(B)(9), subsections (d) a plain language exculpatory clause, (e) a statement of assurance regarding local requirements for building permits, inspections and zoning, (f) disclosure of cancellation rights, and (h) the contractor's license

number, expiration date, class of license/certificate, and classification or specialty services.

### **Conclusion and Recommendation**

Count 1: 18 VAC 50-22-260(B)(16) (Effective September 1, 2001)

Reid's failure to return any of the \$1,200.00 received for work not performed is a violation of Board Regulation 18 VAC 50-22-260(B)(16). I recommend a monetary penalty of \$1,000.00 be imposed for the violation of the regulation.

Count 2: 18 VAC 50-22-260(B)(15) (Effective September 1, 2001)

Reid's failure to return and perform the contracted work is a violation of Board Regulation 18 VAC 50-22-260(B)(15). I recommend a monetary penalty of \$1,000.00 be imposed for the violation of the regulation.

Count 3: 18 VAC 50-22-260(B)(28) (Effective September 1, 2001)

Reid's failure to satisfy the judgment awarded to Bolding, in the amount of \$1,200.00, is a violation of Board Regulation 18 VAC 50-22-260(B)(28). I recommend a monetary penalty of \$2,500.00 be imposed for the violation of the regulation and revocation of Reid's license.

Count 4: 18 VAC 50-22-230(B) (Effective September 1, 2001)

Reid's failure to report a change of address is a violation of Board Regulation 18 VAC 50-22-230(B). I recommend a monetary penalty of \$250.00 be imposed for the violation of the regulation.

Count 5: 18 VAC 50-22-260(B)(13) (Effective September 1, 2001)

Reid's failure to respond to the Board's agent's requests is a violation of Board Regulation 18 VAC 50-22-260(B)(13). I recommend a monetary penalty of \$500.00 be imposed for the violation of the regulation.

Count 6: 18 VAC 50-22-260(B)(9) (Effective September 1, 2001)

Reid's failure to use a contract in the transaction, which contained the minimum provisions required by the Board's 2001 Regulation 18 VAC 50-22-260(B)(9), subsections (d) a plain language exculpatory clause, (e) a statement of assurance regarding local requirements for building permits, inspections and zoning, (f) disclosure of cancellation rights, and (h) the contractor's

license number, expiration date, class of license/certificate, and classification or specialty services, is a violation of Board Regulation 18 VAC 50-22-260(B)(9). I recommend a monetary penalty of \$250.00 be imposed for the violation of the regulation.

By:

---

Charles W. Falwell  
Presiding IFF Board

Member

Board for Contractors

Date: July 22, 2003

#### **FINAL ORDER RECOMMENDATION**

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER.

#### **COMMONWEALTH OF VIRGINIA DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION**

#### **BOARD FOR CONTRACTORS**

**RE: FREDRICK REID  
T/A REID'S CONSTRUCTION  
LICENSE NUMBER 2705-062897  
FILE NUMBER: 2002-001612**

#### **Summary of the Informal Fact-Finding Conference**

An Informal Fact-Finding Conference (IFF) was convened on July 22, 2003, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Fredrick Reid on June 19, 2003. The following individuals participated at the

conference: Pixie Curry, Complainant; Jennifer Kazzie, Staff Member; and Charles W. Falwell, presiding Board Member. Fredrick Reid did not appear at the IFF, nor anyone on his behalf.

### **Summation of Facts**

1. On or about September 12, 2001, Pixie E. Curry (Curry) entered into a written contract with "Reid's Construction Inc.," (Reid) in the amount of \$6,200.00, to renovate a carriage house at 1500 Talbert Drive, Richmond, Virginia.
2. On or about January 25, 2002, the licensing records of the Board for Contractors revealed (Reid), was issued Class C Contractor's license number 2705 062897, as a sole proprietorship.
3. On or about January 25, 2002, the records for the State Corporation Commission revealed Reid's Construction, Inc. became incorporated on August 27, 2001.
4. The contract used by Reid, in the transaction failed to contain the minimum provisions required by the Board's 2001 Regulation 18 VAC 50-22-260(B)(9), subsections (a) when the work is to begin, (d) a plain language exculpatory clause, (e) a statement of assurance regarding local requirements for building permits, inspections and zoning, (f) disclosure of cancellation rights, (h) the contractor's license number, expiration date, class of license/certificate, and classification or specialty services, and (i) a statement providing that any modification to the contract which changes the cost, materials, work to be performed, or estimated completion date, must be in writing and signed by all parties.
5. Prior to October 15, 2001, Reid began the renovations at 1500 Talbert Drive.
6. On or about January 22, 2002, George A. Woodall, Plans Reviewer, City of Richmond, informed Investigator Becky C. Angelilli, the Board's Agent, that Reid violated Section 121.1 of the Virginia Uniform Statewide Building Code by failing to obtain the necessary permit prior to the commencement of work.
7. On or about October 15, 2001, Reid failed to return to the Curry residence, leaving the following items incomplete: the shed on the side of the carriage house, removal of all debris from the carriage house, installation of the ceiling fans, 10 x 10 addition with bathroom on the back of the carriage house, installation of bathroom fixtures, installation of the floor tile, installation of the interior door in bathroom, installation of the exterior doors and removal of all debris from yard.

8. Between October 2001 and November 2001, Curry called Reid several times in reference to completing the work and Reid failed to return her phone calls. As of January 4, 2002, Reid failed to return to perform any additional work.
9. On or about September 12, 2001, Curry paid Reid \$2,850.00 in cash and received a receipt from Reid. On or about September 21, 2001, Curry paid Reid another \$1,675.00 by check.
10. During the IFF, Curry stated that as of July 22, 2003, Reid has failed to complete the work or refund money received for work not performed or performed in part. In addition, Curry provided a copy of the Judgment for \$12,000.00 that she was awarded in the Richmond General District Court against Reid's Construction, Inc., on July 10, 2002.
11. On or about December 26, 2001, Investigator Becky C. Angelilli, the Board's Agent, received information from the Postmaster that the address for Fredrick Reid ("Reid"), t/a Reid's Construction, was 300 W. 27<sup>th</sup> Street, Richmond, Virginia 23225.
12. The licensing records of the Board for Contractors revealed the license address of record for Reid was 2410 5<sup>th</sup> Avenue, Richmond, Virginia 23222. As of January 25, 2002, the Board had not received a change of address request from Reid.
13. On or about November 19, 2001, Investigator Becky C. Angelilli, the Board's Agent, made a written request to Fredrick Reid ("Reid"), t/a Reid's Construction, at his address of record of 2410 5<sup>th</sup> Avenue, Richmond, Virginia 23222, requesting a written response and supporting documentation to the complaint filed with the Board. The Board's Agent requested the documentation be received by December 7, 2001.
14. On or about December 12, 2001, the Board's Agent made a second written request to Reid. The Board's Agent requested the documentation be received by December 21, 2001.
15. On or about January 2, 2002, the Board's Agent called Reid at (804) 909-1459 and Reid told the Board's Agent that he would hand deliver the response the following day. As of January 24, 2002, Reid failed to respond to the Board's Agent's request.

### **Conclusion and Recommendation**

Count 1: 18 VAC 50-22-230(A) (Effective September 1, 2001)



Reid's failure to operate in the name in which the license was issued is a violation of the Board's 2001 Regulation 18 VAC 50-22-230(A). I recommend a monetary penalty of \$250.00 be imposed for the violation of the regulation.

Count 2: 18 VAC 50-22-210(3) (Effective September 1, 2001)

Reid's failure to obtain a new license within thirty days of the new business entity being formed, is a violation of the Board's 2001 Regulation 18 VAC 50-22-210(3). I recommend a monetary penalty of \$250.00 be imposed for the violation of the regulation.

Count 3: 18 VAC 50-22-260(B)(9) (Effective September 1, 2001)

Reid's failure to make use of a legible written contract that contains all provisions specified in the regulation is a violation of the Board's 2001 Regulation 18 VAC 50-22-260(B)(9). I recommend a monetary penalty of \$250.00 be imposed for the violation of the regulation.

Count 4: 18 VAC 50-22-260(B)(6) (Effective September 1, 2001)

Reid's action of failing to obtain the necessary permit, prior to the commencement of the work, is misconduct in violation of the Board's 2001 Regulation 18 VAC 50-22-260(B)(6). I recommend a monetary penalty of \$250.00 be imposed for the violation of the regulation.

Count 5: 18 VAC 50-22-260(B)(15) (Effective September 1, 2001)

Reid's failure to complete work contracted for, is a violation of the Board's 2001 Regulation 18 VAC 50-22-260(B)(15). I recommend a monetary penalty of \$1,000.00 be imposed for the violation of the regulation.

Count 6: 18 VAC 50-22-260(B)(16) (Effective September 1, 2001)

Reid's retention of funds is a violation of the Board's 2001 Regulation 18 VAC 50-22-260(B)(16). I recommend a monetary penalty of \$1,000.00 be imposed for the violation of the regulation and revocation of Reid's license.

Count 7: 18 VAC 50-22-230(B) (Effective September 1, 2001)

Reid's failure to notify the Board, in writing, within 30 days of a change of address is a violation of the Board's 2001 Regulation 18 VAC 50-22-230(B). I recommend a monetary penalty of \$250.00 be imposed for the violation of the regulation.

Count 8: 18 VAC 50-22-260(B)(13) (Effective September 1, 2001)

Reid's failure or refusal, upon request or demand, to respond to an investigator seeking information in a complaint filed with the Board, is a violation of the Board's 2001 Regulation 18 VAC 50-22-260(B)(13). I recommend a monetary penalty of \$500.00 be imposed for the violation of the regulation.

By:

Member

---

Charles W. Falwell  
Presiding IFF Board

Board for Contractors

Date: July 22, 2003

**FINAL ORDER RECOMMENDATION**

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN  
SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF  
ENTRY OF THE FINAL ORDER IN THIS MATTER.

**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL  
REGULATION**

**BOARD FOR CONTRACTORS**

**RE: THOMAS E. KING  
T/A KING'S HOME IMPROVEMENT  
APPLICATION FOR CLASS C CONTRACTOR'S  
LICENSE**

**FILE NUMBER: 2003-02501**

### **Summary of the Informal Fact-Finding Conference**

An Informal Fact-Finding Conference (IFF) was convened on July 22, 2003, at the Department of Professional and Occupational Regulation, pursuant to an Amended Notice of Informal Fact-Finding Conference sent by certified mail to Thomas E. King, t/a King's Home Improvement (King) on June 18, 2003, and amended on July 10, 2003. The following individuals participated at the conference: Thomas E. King, Applicant; Roy Keith, Witness; Jennifer Kazzie, Staff Member; and Charles W. Falwell, presiding Board Member.

### **Summation of Facts**

1. King applied for a Class C Contractor's license on December 31, 2002.
2. In the application, King disclosed criminal convictions.
3. On September 19, 2001, in the Chesterfield County Circuit Court, King was convicted of Assault & Battery, in violation of Section 18.2-57 of the Code of Virginia, a Misdemeanor.
4. On June 27, 2001, in the Chesterfield County General District Court, King was convicted of Trespass, in violation of Section 18.2-119 of the Code of Virginia, a Misdemeanor.
5. On August 30, 2001, in the Chesterfield County General District Court, King was convicted of Profane, Threatening Language Over Public Airway, in violation of Section 18.2-427 of the Code of Virginia, a Misdemeanor.
6. On August 30, 2001, in the Chesterfield County General District Court, King was convicted of Obstructing Justice, in violation of Section 18.2-460 of the Code of Virginia, a Misdemeanor.
7. On August 30, 2001, in the Chesterfield County General District Court, King was convicted of Possess, Distribute Controlled Paraphernalia, in violation of Section 54.1-3466 of the Code of Virginia, a Misdemeanor.
8. On October 23, 2001, in the Chesterfield County General District Court, King was convicted of Petit Larceny, in violation of Section 18.2-96 of the Code of Virginia, a Misdemeanor.
9. During the IFF, King stated that he has been planning on becoming a contractor for a long time. He has worked with other contractors. If he becomes licensed, he wants to perform home

improvement, beginning with decks, thermal siding and windows. In addition, his stepfather, Mr. Keith, stated that King has a good work ethic and interacts well with the general public.

### **Prior Criminal Convictions**

§ 54.1-204 of the Code of Virginia. Prior convictions not to abridge rights.

B. In determining whether a criminal conviction directly relates to an occupation or profession, the regulatory board shall consider the following criteria:

1. The nature and seriousness of the crime;

All of the convictions were misdemeanors, most relating to disputes with his girlfriend's family. There were also the Possess, Distribute Controlled Paraphernalia and Petit Larceny convictions.

2. The relationship of the crime to the purpose for requiring a license to engage in the occupation;

The purpose of licensure is to protect the health, safety, and welfare of the public. King's involvement with the girlfriend's family appears to be of a personal nature and would not affect his performance in the contracting business.

3. The extent to which the occupation or profession might offer an opportunity to engage in further criminal activity of the same type as that in which the person had been involved;

The offenses do not involve disputes with the general public, nor should they influence his actions as a contractor.

4. The relationship of the crime to the ability, capacity or fitness required to perform the duties and discharge the responsibilities of the occupation or profession;

The misdemeanor convictions will not affect King's ability to be a successful contractor.

5. The extent and nature of the person's past criminal activity;

King was convicted of Assault & Battery; Trespass; Profane, Threatening Language Over Public Airway; Obstructing Justice; Possess, Distribute Controlled Paraphernalia; and Petit Larceny, all Misdemeanors.

6. The age of the person at the time of the commission of the crime;

King was approximately twenty-seven (27) years old at the time of the crimes.

7. The amount of time that has elapsed since the person's last involvement in the commission of a crime;

The offense, which resulted in King's misdemeanor Petit Larceny, occurred on or about September 2, 2001.

8. The conduct and work activity of the person prior to and following the criminal activity; and

During the IFF, King stated he has been in the heating and cooling field for approximately 10 years, he has been a service representative/manager for a plumbing and heating company, a sales representative for a home improvement company, and a maintenance supervisor.

9. Evidence of the person's rehabilitation or rehabilitative effort while incarcerated or following release.

Upon the convictions, King was not incarcerated.

### **Conclusion and Recommendation**

Based upon the record, including the information obtained from the Central Criminal Records Exchange, and in consideration of the criteria outlined in § 54.1-204.B, I recommend King's application for a Class C Contractors License be approved.

At the IFF, King adequately explained the misdemeanor convictions, that related to his ex-girlfriend's family. King stated that this relationship has been terminated and he has no more contact with her family. I feel that King has reached a point in life that he really wants to improve his position in society and King feels that he can be a successful contractor.

By:

---

Charles W. Falwell  
Presiding IFF Board Member

Board for Contractors

Date: July 22, 2003

**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL  
REGULATION**

**BOARD FOR CONTRACTORS**

**RE: THOMAS N. PEREGOY, JR.  
T/A UNIVERSAL CONTRACTORS  
LICENSE NUMBER 2705 031290**

**FILE NUMBER: 2002-01272**

**Summary of the Informal Fact-Finding Conference**

An Informal Fact-Finding Conference (IFF) was convened on July 22, 2003, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Thomas N. Peregoy, Jr. on June 16, 2003. The following individuals participated at the conference: Jennifer Kazzie, Staff Member; and Charles W. Falwell, presiding Board Member. Thomas N. Peregoy did not appear at the IFF, nor anyone on his behalf.

**Summation of Facts**

1. The contract dated April 23, 1999, used by Thomas N. Peregoy, Jr. (Peregoy) in the replacement of Clifton Thomas (Thomas) roof, located at 1824 Glencore Lane, Richmond, Virginia, failed to contain the minimum requirements of the Board's 1995, amended 1998, Regulation 18 VAC 50-22-260(B)(8), subsections (a) when the work is to begin and the estimated completion date, (e) a statement of assurance that the contractor will comply with all local requirements for building permits, inspections, and zoning, and (h) contractor's class of license/certificate, and classification or specialty services.

2. On or about May 1999, Peregoy replaced the roof at Thomas' residence.
3. On or about February 11, 2002, George Woodall ("Woodall"), Plans Reviewer Code Enforcement, Richmond Department of Community Development, advised that Peregoy failed to obtain the required building permit prior to commencement of work, in violation of Section 107.1 of the Uniform Statewide Building Code (USBC), January 1997 Edition. The Code Enforcement office did not prosecute Peregoy because of the length of time since the violation occurred and because as of September 2000, the USBC did not require a permit be obtained in this situation.
4. The contract specified a "5 year workmanship warranty on all work performed."
5. Between July 23, 2001, and July 28, 2001, Thomas made several attempts to contact Peregoy to honor the warranty as the roof was deteriorating around the edges.
6. Peregoy promised to return to Thomas' residence on August 1, 2001, to look at the problem. Peregoy failed to show up on August 1, 2001, as promised. Thomas repeatedly called Peregoy to return to look at the problem.
7. On August 7, 2001, Peregoy returned to Thomas' residence. Peregoy told Thomas that he would go and get the appropriate repair materials. Peregoy promised to be back that day or the next morning to fix the roof. As of October 17, 2001, Peregoy has failed to return to honor the warranty.
8. On November 5, 2001, Peregoy called Thomas and made another appointment, for November 12, 2001, to fix the roof. Peregoy failed to show up or contact Thomas. As of January 1, 2002, Peregoy has failed to return to honor the warranty and promise.
9. On or about November 5, 2001, Investigator Philip Underwood, the Board's Agent (the Board's Agent), sent an allegation letter, via certified mail, to Peregoy at the address of record, requesting a written response and supporting documentation to the complaint filed with the Board. The Board's Agent requested a written response by November 23, 2001. On or about November 6, 2001, Audrey Lanz signed for the certified letter sent to Peregoy. As of February 14, 2002, Peregoy has failed to respond to the Board's agent's request.

10. On or about January 16, 2001, the Board's Agent sent a second allegation letter, via certified mail, to Peregoy at the address of record, requesting a written response and supporting documentation to the complaint filed with the Board. On or about February 5, 2002, the letter was returned to the Board's Agent and was marked "Unclaimed."

11. On or about February 4, 2002, the Board's Agent left a voice mail message for Peregoy at (804) 233-5614, which was the telephone number listed on the contract for Universal Contractors. The Board's agent requested Peregoy call the Board's Agent at 804-367-2025. As of February 14, 2002, Peregoy has failed to contact the Board's Agent.

### **Conclusion and Recommendation**

Count 1: 18 VAC 50-22-260(B)(8) (Effective March 31, 1995, amended July 15, 1998))

Peregoy's failure to make use of a legible written contract that contains all provisions specified in the regulation is a violation of the Board's 1995, amended 1998, Regulation 18 VAC 50-22-260(B)(8). I recommend a monetary penalty of \$250.00 be imposed for the violation of the regulation.

Count 2: 18 VAC 50-22-260(B)(21) (Effective March 31, 1995, amended July 15, 1998)

Peregoy's failure to obtain the required permit is a violation of the Board's 1995, amended 1998, Regulation 18 VAC 50-22-260(B)(21). I recommend a monetary penalty of \$250.00 be imposed for the violation of the regulation.

Count 3: 18 VAC 50-22-260(B)(6) (Effective March 31, 1995, amended July 15, 1998))

Peregoy's failure to honor the written warranty and make repairs, after promising to do so, is a violation of the Board's 1995, amended 1998, Regulation 18 VAC 50-22-260(B)(6). I recommend a monetary penalty of \$500.00 be imposed for the violation of the regulation.

Count 4: 18 VAC 50-22-260(B)(13) (Effective September 1, 2001)

Peregoy's failure or refusal, upon request or demand, to respond to an investigator, seeking information in a complaint filed with the Board, is a violation of the Board's 2001 Regulation 18



VAC 50-22-260(B)(13). I recommend a monetary penalty of \$1,000.00 be imposed for the violation of the regulation. In addition, I recommend Peregoy successfully complete the Board's Basic Contracting Licensing Class (remedial education) within six months of the entry of the order.

By:

---

Charles W. Falwell  
Presiding IFF Board Member  
Board for Contractors

Date: July 22, 2003

**FINAL ORDER RECOMMENDATION**

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2705 031290 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL  
REGULATION**

**BOARD FOR CONTRACTORS**

**RE: MONROE TRUCKING AND EXCAVATION, INC.  
LICENSE NUMBER 2705 027151**

**FILE NUMBER: 2002-03099**

### **Summary of the Informal Fact-Finding Conference**

An Informal Fact-Finding Conference (IFF) was convened on July 22, 2003, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Stephen Monroe on June 19, 2003. The following individuals participated at the conference: Stephen Monroe, t/a Monroe Trucking and Excavation, Inc.; Elliot Hahn, Witness; Jennifer Kazzie, Staff Member; and Charles W. Falwell, presiding Board Member.

1. On or about February 20, 2002, Chris Dicarlo ("Dicarlo") entered into a contract with Monroe Trucking & Excavation Inc. ("Monroe"), in the amount of \$6,440.00, to install a septic field on property owned by Dicarlo at Doe Run Lane, Pheonian, Virginia.
2. On February 26, 2002, Monroe moved a pile of dirt at Dicarlos' request and billed 2 hours labor for a total of \$160.00.
3. The contract specified "rock encountered in the excavation of field can be additional cost to owners."
4. On or about March 12, 2002, Monroe sent Dicarlo an invoice, which included an additional charge of \$450.00 for "4 hours hoe and labor excessive digging rock tank hole, & bedding tank due to rock." The invoice also included an extra \$205.13 for a load of stone and \$45.00 for a riser connection, which were not listed on the original contract.
5. Monroe failed to use written change orders for the additional work and materials that changed the contract cost. The original cost of the contract was \$6440.00; however, after the changes the cost of the contract became \$8,100.13.
6. The contract used by Monroe failed to contain the minimum provisions required by the Board's 2001 Regulation 18 VAC 50-22-260(B)(9), subsections (a) when work is to begin and the estimated completion date and (h) contractor's license number, expiration date, class of license, and classifications or specialty services.

### **Conclusion and Recommendation**

Count 1: 18 VAC 50-22-260(B)(31) (Effective September 1, 2001)

Monroe's failure to obtain written change orders, signed by all parties, for modifications to the contract which changed the

work to be performed and the cost of the contract is a violation of the Board's 2001 Regulation 18 VAC 50-22-260(B)(31). I recommend a monetary penalty of \$125.00 be imposed for the violation of the regulation.

Count 2: 18 VAC 50-22-260(B)(9) (Effective September 1, 2001)

Monroe's failure to make use of a legible written contract that contains all provisions specified in the regulation is a violation of the Board's 2001 Regulation 18 VAC 50-22-260(B)(9). I recommend a monetary penalty of \$150.00 be imposed for the violation of the regulation.

By:

---

Charles W. Falwell  
Presiding IFF Board Member  
Board for Contractors

Date: \_\_\_\_\_

**FINAL ORDER RECOMMENDATION**

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2705 027151 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL  
REGULATION**

**BOARD FOR CONTRACTORS**

**RE: CHARLES E. BALLARD  
CEB'S HOME IMPROVEMENT  
LICENSE NUMBER 2705 062485**

**FILE NUMBER: 2002-03618**

**Summary of the Informal Fact-Finding Conference**

An Informal Fact-Finding Conference (IFF) was convened on July 22, 2003, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Charles E. Ballard, t/a CEB's Home Improvement (Ballard) on June 19, 2003. The following individuals participated at the conference: Bernard Warthan, Complainant; Jennifer Kazzie, Staff Member; and Charles W. Falwell, presiding Board Member. Charles E. Ballard did not appear at the IFF, nor anyone on his behalf.

**Background**

On or about April 11, 2001, Bernard G. Warthan (Warthan) entered into a contract with Charles E. Ballard (Ballard), t/a CEB's Home Improvements, in the amount of \$11,010.00, for materials and labor to remove existing siding and install new vinyl siding and trim at a commercial business at 306 North 2<sup>nd</sup> Avenue, Hopewell, Virginia.

On or about April 13, 2001, Charles E. Ballard, t/a CEB'S Home Improvements, obtained a Class C contractor's license.

On or about June 8, 2001, Warthan entered into a second contract with Ballard, in the amount of \$8,200.00, for the replacement of all rotten salt treated seals around the house, replacement of rotten wall boards, joist and wall studs, and rebuild four brick corners at a commercial business at 306 North 2<sup>nd</sup> Avenue, Hopewell, Virginia.

**Summation of Facts**

1. On June 7, 2002, the licensing records of the Board for Contractors revealed Ballard was licensed as a Class C contractor, license number 2705 062485. Ballard failed to obtain a Class B license required to enter into the two contracts, which exceeded the \$7,500.00 limit of his Class C license.
2. On or about April 11, 2001, Ballard begin removing the old vinyl siding. By August 28, 2001, Ballard had the new vinyl delivered but failed to begin installation of the new vinyl siding. On or about August 28, 2001, Warthan sent Ballard a letter requesting

Ballard complete the work by September 15, 2001. By September 18, 2001, Ballard installed half of the vinyl siding. On or about October 2001, Ballard left the job without completing all the work specified in the contracts, including installation of the vinyl siding and windows.

3. On or about September 21, 2002, Ballard told Investigator Nathan E. Matthews, the Board's Agent, that he did not complete the work but that it was mostly completed except for two gable ends, the areas of the fascia board and soffit, and the installation of the windows.

4. On or about April 11, 2001, Warthan paid Ballard \$6,165.00 by check as a down payment on the contract. On or about April 11, 2001, Ballard begin removing the old vinyl siding.

5. Between April 11, 2001 and April 30, 2001, Ballard presented a billing statement to Warthan requesting a draw, in the amount of \$864.00, to furnish the remainder of the materials. On or about April 30, 2001, Warthan paid Ballard \$864.00 by check as payment on the billing statement.

6. On or about August 23, 2001, Warthan paid \$3,163.72 directly to the vinyl siding supplier for materials delivered to the job site. By this date, Warthan paid a total of \$10,192.72 towards the \$11,010.00 contract price.

7. By August 28, 2001, Ballard had the new vinyl delivered but failed to begin installation of the new vinyl siding. On or about August 28, 2001, Warthan sent Ballard a letter requesting Ballard complete the work by September 15, 2001. By September 18, 2001, Ballard installed half of the vinyl siding. On or about October 2001, Ballard left the job without completing all the work specified in the April 11, 2001 contract, including installation of the vinyl siding and windows.

8. On or about October 10, 2001, Warthan entered into a contract with another contractor, in the amount of \$5,692.00, to complete the installation of the vinyl siding and windows. The windows cost \$3,192.00

9. On or about September 21, 2002; Ballard told Investigator Nathan E. Matthews, the Board's Agent, that he did not complete the work but that it was mostly completed except for two gable ends, the areas of the fascia board and soffit, and the installation of the windows. Ballard also told the Board's Agent that the money received from Warthan was missing from a joint bank account belonging to Ballard and his ex-wife. As of September 21, 2002, Ballard failed to complete the work or return the money received for work not performed or performed in part.

10. On or about September 5, 2002, Michael Casella ("Casella"), the City of Hopewell Building Official, told Investigator E. Nathan Matthews, the Board's Agent, the foundation plating work performed by Ballard required a building permit. In a letter dated September 12, 2002, Casella again advised Section 109, exception 5-f, of the Uniform Statewide Building Code, required Ballard to obtain a building permit for the work. Ballard failed to obtain a building permit prior to performing the foundation work specified in the June 8, 2001 contract.

### **Conclusion and Recommendation**

Count 1: 18 VAC 50-22-260(B)(1) to wit: §54.1-1103 of the Code of Virginia (Effective May 1, 1999)

Ballard's failure to obtain a Class B license, required to enter into the two contracts which exceeded the \$7,500.00 limit of his Class C license, is a violation of Board Regulation 18 VAC 50-22-260(B)(1) to wit: §54.1-1103 of the Code of Virginia. I recommend a monetary penalty of \$400.00 be imposed for the violation of the regulation.

Count 2: 18 VAC 50-22-260(B)(12) (Effective May 1, 1999)

Ballard's actions of leaving the job site without completing all the work, specified in the contracts, is a violation of Board Regulation 18 VAC 50-22-260(B)(12). I recommend a monetary penalty of \$1,000.00 be imposed for the violation of the regulation.

Count 3: 18 VAC 50-22-260(B)(12) (Effective May 1, 1999)

Ballard's failure to return the money received for work not performed or performed in part, is a violation of Board Regulation 18 VAC 50-22-260(B)(12). I recommend a monetary penalty of \$1,000.00 be imposed for the violation of the regulation and revocation of Ballard's license.

Count 4: 18 VAC 50-22-260(B)(21) (Effective May 1, 1999)

Ballard's failure to obtain a building permit prior to performing the foundation work specified in the June 8, 2001 contract, is a violation of Board Regulation 18 VAC 50-22-260(B)(21) I recommend a monetary penalty of \$250.00 be imposed for the violation of the regulation.

By:

---

Charles W. Falwell  
Presiding IFF Board Member  
Board for Contractors

Date: July 22, 2003

**FINAL ORDER RECOMMENDATION**

*THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN  
SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF  
ENTRY OF THE FINAL ORDER IN THIS MATTER.*

**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL  
REGULATION**

**BOARD FOR CONTRACTORS**

**RE: CRAIG J. PUTZIGER  
T/A STAR CITY HEATING & AIR CONDITIONING  
LICENSE NUMBER 2705 024199**

**FILE NUMBER: 2003-00171**

**Summary of the Informal Fact-Finding Conference**

An Informal Fact-Finding Conference (IFF) was convened on July 22, 2003, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Craig J. Putziger, t/a Star City Heating & Air Conditioning (Putziger) on June 19, 2003. The following individuals participated at the conference: Jennifer Kazzie, Staff Member; and Charles W. Falwell, presiding Board Member. Neither Putziger, nor anyone on his behalf, appeared at the IFF.

### **Background**

On or about June 10, 2002, Delaney Black (Black) entered into a verbal contract with Craig Putziger (Putziger), t/a Star City Heating & Air Conditioning, in the amount of \$1,300.00, for the replacement of a furnace at 327 Houston Avenue, Roanoke, Virginia.

On or about June 10, 2002, Black paid Putziger \$600.00 by check, as an up-front payment. As of October 18, 2002, Putziger failed to return to perform any of the work contracted for. On September 16, 2002, Black was awarded a civil judgment in the General District Court of Roanoke City for \$600.00 against Putziger, there being no appeal pending. As of October 18, 2002, Putziger failed to return Black's funds received for work not performed and/or satisfy the judgment.

### **Summation of Facts**

1. Prior to the commencement of work, Putziger failed to make use of a legible written contract clearly specifying the terms and conditions of the work to be performed, signed by all parties.
2. On or about June 10, 2002, Putziger entered into a verbal agreement to replace Black's furnace and received a partial payment of \$600.00. Putziger failed to return to perform any of the work he verbally agreed to perform for Black.
3. On or about June 11, 2002, Putziger cashed the \$600.00 check received from Black. Putziger failed to return the \$600.00 received or return to perform any of the work.
4. On September 16, 2002, in the General District Court of Roanoke City, Black was awarded a \$600.00 civil judgment against Putziger. Putziger failed to satisfy the judgment as ordered.
5. On or about August 2, 2002, Investigator Dale C. Amos, the Board's Agent, mailed a request for information letter to Putziger at the address of record at 712 Patterson Avenue, Roanoke, Virginia. The letter was returned marked "Moved left No Forwarding



Address". On October 16, 2002, the Board's Agent inspected and observed that the office building located at 712 Patterson Avenue was empty and vacated.

6. On July 31, 2002, an address request letter was sent to the United States Post Office for zip code 24001, requesting any address change for Putziger. The request was returned listing an address of P.O. Box 2874, Roanoke, Virginia 24001. On or about August 20, 2002, a second letter of request was mailed to this new address, requesting a response by September 2, 2002. The letter was not returned. Putziger failed to respond to the letter.

7. The Board's Agent also left messages at 540-224-8534, the current telephone number for Putziger. Putziger failed to return the messages or contact the Board's Agent by telephone.

### **Conclusion and Recommendation**

Count 1: 18 VAC 50-22-260(B)(9) (Effective September 1, 2001)

Putziger's failure to make use of a legible written contract that contains all provisions specified in the regulation is a violation of Board Regulation 18 VAC 50-22-260(B)(9). I recommend a monetary penalty of \$500.00 be imposed for the violation of the regulation.

Count 2: 18 VAC 50-22-260(B)(14) (Effective September 1, 2001)

Putziger's failure to return to perform any of the work he verbally agreed to perform is a violation of Board Regulation 18 VAC 50-22-260(B)(14). I recommend a monetary penalty of \$500.00 be imposed for the violation of the regulation.

Count 3: 18 VAC 50-22-260(B)(16) (Effective September 1, 2001)

Putziger's failure to return the monies received for work not performed is a violation of Board Regulation 18 VAC 50-22-260(B)(16). I recommend a monetary penalty of \$1,000.00 be imposed for the violation of the regulation.

Count 4: 18 VAC 50-22-260(B)(28) (Effective September 1, 2001)

Putziger's failure satisfy the judgment is a violation of Board Regulation 18 VAC 50-22-260(B)(28). I recommend a monetary penalty of \$1,000.00 and license revocation be imposed for the violation of the regulation.

Count 5: 18 VAC 50-22-260(B)(13) (Effective September 1, 2001)

Putziger's failure to respond to an investigator seeking information in the investigation of a complaint filed with the board is a violation of Board Regulation 18 VAC 50-22-260(B)(13). I recommend a monetary penalty of \$500.00 be imposed for the violation of the regulation.

By:

---

Charles W. Falwell  
Presiding IFF Board Member  
Board for Contractors

Date: July 22, 2003

**FINAL ORDER RECOMMENDATION**

*THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN  
SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF  
ENTRY OF THE FINAL ORDER IN THIS MATTER.*

**IN THE  
COMMONWEALTH OF VIRGINIA  
BOARD FOR CONTRACTORS**

**In Re:**

John C Geigle, t/a Complete Home Repairs  
Port Republic, Va 24471

File Number 2003-00773  
License Number 2705025575

**CONSENT ORDER NUMBER: 2004-0023**

Respondent John C Geigle, t/a Complete Home Repairs ("John C Geigle") was at all times material to this matter a licensed Class C Contractor in Virginia (No. 2705025575).

As a result of this status, John C Geigle recognizes and acknowledges being subject to and bound by the Regulations of the Board for Contractors ("Board"), as well as by all other applicable Virginia laws.

A violation of these Regulations has been reported and investigated. These matters were considered on July 22, 2003, in an Informal Fact Finding Conference ("IFF") pursuant to the Administrative Process Act §§2.2-4019 and 2.2-4021 of the 1950 Code of Virginia, as amended. This IFF was held in Richmond, Virginia and was attended by John C. Geigle, Respondent and David Bottenfield, Complainant. Board Member Charles W. Falwell presided at the IFF.

The Board's duly designated representative has found sufficient evidence to believe that:

### **Background**

On September 16, 2002, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from David Bottenfield (Bottenfield) regarding contracts entered into with John C. Geigle (Geigle), t/a Complete Home Repairs.

On or about April 5, 2002, Bottenfield entered into a written contract with Geigle, in the amount of \$7,000.00, to perform kitchen renovations at 260 N. Lewis Street, Staunton, Virginia.

On or about April 5, 2002, Bottenfield entered into a second written contract with Geigle, in the amount of \$6,500.00, to perform bathroom renovations at 260 N. Lewis Street, Staunton, Virginia.

### **Summation of Facts**

1. On or about September 5, 2002, in the Staunton General District Court, Bottenfield obtained a \$3,200.00 judgment against Geigle. Geigle failed to satisfy the judgment.
2. On or about September 5, 2002, in the Staunton General District Court, Bottenfield obtained a \$3,800.00 judgment against Geigle. Geigle failed to satisfy the judgment.

3. The licensing records of the Board for Contractors were reviewed on January 10, 2003, and revealed John C. Geigle, t/a Complete Home Repairs was issued Class C Contractor's license number 2705 025575 on September 28, 1994.
4. Geigle failed to obtain a Class B license in order to perform work in excess of the \$7,500.00 limit of a Class C license.
5. On or about March 27, 2002, Bottenfield paid Geigle \$500.00 by check, as an advance payment. On or about April 5, 2002, Bottenfield paid Geigle \$3,500.00 by check. On or about April 17, 2002, Bottenfield paid Geigle \$3,000.00 by check. On or about May 10, 2002, Bottenfield paid Geigle \$4,000.00 by check.
6. Geigle started the contracted work by tearing out the existing walls and ceilings in the kitchen, rewiring the kitchen, installing/leveling the floor on the porch, partially replacing the kitchen windows, framing the bathroom upstairs, removing the old plumbing and partially updated the plumbing.
7. On or about May 27, 2002, Bottenfield told Geigle to stop work on the project due to it was a week past the completion date in the contract and the work was not close to completion. The following items were not complete when Geigle stopped work: the kitchen cabinets were not installed, the remaining windows in the kitchen were not installed, the drywall in the kitchen was not complete and no drywall had been installed in the bathroom, the new plumbing and electrical fixtures were not installed, modifications to the existing heating system were not completed, the ceiling fans were not installed, the bathroom door was not installed, and the floors were not prepared for the installation of the ceramic tile.

8. In section 11.3 of both contracts, it states "advance payments shall be returned to the Owner less labor and materials."

9. Geigle failed to return any of the \$11,000.00 received for work not performed.

10. During the IFF, Geigle and Bottenfield testified that \$400.00 has been paid toward the judgments.

The Board and John C Geigle, as evidenced by the signatures affixed below, enter into this Consent Order. John C Geigle knowingly and voluntarily waives any further proceedings in this matter under Administrative Process Act §§2.2-4020 and 2.2-4021 of the 1950 Code of Virginia, as amended.

Further, by signing this Consent Order, John C Geigle acknowledges an understanding of the charges. John C Geigle hereby admits to the violation(s) of the Board's Regulations and consents to the following term(s) by the Board:

Count 1: 18 VAC 50-22-260(B)(28) (Effective September 1, 2001)

Geigle's failure to satisfy the \$3,200.00 judgment is a violation of Board Regulation 18 VAC 50-22-260(B)(28).

Geigle agrees to satisfy the judgment within one year from the effective date of this order and provide proof of satisfaction to the Board. Failure to satisfy the judgment will result in the automatic revocation of Geigle's Class C license number 2705 025575.

Count 2: 18 VAC 50-22-260(B)(28) (Effective September 1, 2001)

Geigle's failure to satisfy the \$3,800.00 judgment is a violation of Board Regulation 18 VAC 50-22-260(B)(28).

Geigle agrees to satisfy the judgment within one year from the effective date of this order and provide proof of satisfaction to the Board. Failure to satisfy the judgment will result in the automatic revocation of Geigle's Class C license number 2705 025575.

Count 3: 18 VAC 50-22-260(B)(27) (Effective September 1, 2001)

Geigle's failure to obtain a Class B license in order to perform work in excess of the \$7,500.00 limit of a Class C license is a violation of Board Regulation 18 VAC 50-22-260(B)(27). I recommend no sanction be imposed for the violation of the regulation.

Count 4: 18 VAC 50-22-260(B)(16) (Effective September 1, 2001)

Geigle's failure to return the monies received for work not performed is a violation of Board Regulation 18 VAC 50-22-260(B)(16). I recommend no sanction be imposed for the violation of regulation.

The above monetary penalties, costs or sanctions are to be paid/performed within thirty days of the effective date of this consent order. John C Geigle acknowledges the monetary penalty and costs as a debt to the Commonwealth and agrees that in the event of a default, or the return of a check for insufficient funds, John C Geigle will be responsible for a penalty fee of 10% and interest at the underpayment rate prescribed in Section 58.1-15 of the 1950 Code of Virginia, as amended, and for all reasonable administrative costs, collection fees, or attorney's fees incurred in the collection of whatever funds are due.

**John C Geigle acknowledges that failure to pay the penalty, the costs, or to comply with all terms of this Order within the specified time period, shall result in the automatic suspension of John C Geigle's license until such time as there is compliance with all terms of this Order. John C Geigle understands the right to have this automatic suspension considered in an IFF pursuant to the Administrative Process Act §§2.2-4019 and 2.2-4021 of the 1950 Code of Virginia, as amended, but knowingly and voluntarily waives any rights to the proceeding and hereby waives any further proceedings under the Administrative Process Act §§2.2-4020 and 2.2-4021 of the 1950 Code of Virginia, as amended.**

The effective date of this Order shall be the date of execution by the Board.

SEEN AND AGREED TO:

\_\_\_\_\_  
John C Geigle  
Date  
t/a Complete Home Repairs

\_\_\_\_\_  
Printed Name and Title of Person Signing on behalf of Entity

CITY/COUNTY OF \_\_\_\_\_  
COMMONWEALTH OF VIRGINIA

Sworn and subscribed before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2003.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**SO ORDERED:**

Entered this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

Board for Contractors

BY: \_\_\_\_\_  
Louise Fontaine Ware, Secretary

COPY TESTE:

\_\_\_\_\_  
Custodian of the Records

**IN THE  
COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL  
REGULATION**

**BOARD FOR CONTRACTORS**

**RE: BELA BANYAI  
LICENSE NUMBER 2705 063118**

**FILE NUMBER: 2002-00832**

**Summary of the Informal Fact-Finding Conference**

An Informal Fact-Finding Conference (IFF) was convened on July 22, 2003, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Bela Banyai on June 19, 2003. The following individuals participated at the conference: Jennifer Kazzie, Staff Member; and Charles W. Falwell, presiding Board Member. Neither Bela Banyai, nor anyone on his behalf, appeared at the IFF.

**Summation of Facts**

1. On or about September 5, 2001, Mahmond Elgibali (Elgibali) entered into a contract with "Bela Banyai Co.," in the amount of \$11,000.00, to replace the roof at 2000 N. Cameron Street, Arlington, Virginia.
2. The contract used by Bela Banyai in the transaction failed to contain the minimum provisions required by the Board's 2001 Regulation 18 VAC 50-22-260(B)(8), subsections (a) when the work is to begin and the estimated completion date, (d) a plain language exculpatory clause, (e) statement of assurance regarding local requirements for building permits, inspections and zoning, (f) disclosure of cancellation rights, (h) the contractor's name, address, license number, expiration date, class of license/certificate, and classification or specialty services, and (i) a statement providing that any modification to the contract which changes the cost, materials, work to be performed, or estimated completion date, must be in writing and signed by all parties.
3. The licensing records of the Board for Contractors were reviewed on September 13, 2001, and revealed Bela Banyai, t/a Bela Banyai was issued Class C contractor's license number 2705063118 on May 16, 2001.



4. Bela Banyai failed to obtain a Class B license in order to perform work in excess of the \$7,500.00 limit of a Class C license.

### **Conclusion and Recommendation**

Count 1: 18 VAC 50-22-260(B)(9) (Effective September 1, 2001)

Bela Banyai's failure to make use of a legible written contract that contains all provisions specified in the regulation is a violation of Board Regulation 18 VAC 50-22-260(B)(9). I recommend a monetary penalty of \$250.00 be imposed for the violation of the regulation. In addition, I recommend Bela Banyai successfully complete the Board's Basic Contractor Licensing Class (remedial education) within six months of the entry of the order.

Count 2: 18 VAC 50-22-230(A) (Effective September 1, 2001)

Bela Banyai's failure to operate under the name in which the license was issued is a violation of Board Regulation 18 VAC 50-22-230(A). I recommend a monetary penalty of \$150.00 be imposed for the violation of the regulation.

Count 3: 18 VAC 50-22-260(B)(1), to wit: Section 54.1-1103 of the Code of Virginia (Effective September 1, 2001)

Bela Banyai's actions of engaging in contracting without the required license is a violation of Board Regulation 18 VAC 50-22-260(B)(1), to wit: Section 54.1-1103 of the Code of Virginia. I recommend a monetary penalty of \$250.00 be imposed for the violation of the regulation.

By:

\_\_\_\_\_  
Charles W. Falwell  
Presiding IFF Board

Member

Board for Contractors

Date: July 22, 2003

## **FINAL ORDER RECOMMENDATION**

*THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2705 063118 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.*

### **COMMONWEALTH OF VIRGINIA DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION**

#### **BOARD FOR CONTRACTORS**

**RE: PETER D. SUNDHOLM  
T/A CARA CONSTRUCTION  
LICENSE NUMBER 2705 021935**

**FILE NUMBER: 2002-02799**

#### **Summary of the Informal Fact-Finding Conference**

An Informal Fact-Finding Conference (IFF) was convened July 22, 2003, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Peter D. Sundholm, t/a Cara Construction (Sundholm) on June 13, 2003. The following individuals participated at the conference: Samia Weishaupt, Complainant; Jennifer Kazzie, Staff Member; and

Charles W. Falwell, presiding Board Member. Neither Sundholm, nor anyone on his behalf, appeared at the IFF.

### **Background**

On or about September 23, 2001, Samia and Peter Weishaupt (the Weishaupts) entered into a contract with Peter D. Sundholm (Sundholm), t/a Cara Construction Co., in the amount of \$2,950.00, to paint the exterior of the home and redo the porch roof at 6051 Greenway Court, Manassas, Virginia.

The Weishaupts entered into a verbal agreement with Sundholm, in the amount of \$150.00, to install a pediment over the front door at the subject property.

### **Summation of Facts**

1. The contract used by Sundholm in the transaction failed to contain the minimum provisions required by the Board's 1999 Regulation 18 VAC 50-22-260(B)(9), subsections (a) an estimated completion date, (d) a "plain-language" exculpatory clause concerning events beyond the control of the contractor and a statement explaining that delays caused by such events do not constitute abandonment and are not included in calculating time frames for payment or performance, (e) a statement of assurance that the contractor will comply with all local requirements for building permits, inspections, and zoning, (h) contractor's license expiration date and classification or specialty services, and (i) statement providing that any modification to the contract, which changed the cost, materials, work to be performed, or estimated completion date, must be in writing and signed by all parties.
2. Sundholm failed to make use of a written change order, signed by both the consumer and the licensee, for a modification to the existing contract.
3. On or about November 2001, Sundholm began work. As of December 2001, Sundholm failed to return to complete the work.
4. In an undated written statement to the Weishaupts, Sundholm promised to return to repaint the porch floor, install the pediment, paint the French doors, and paint around the screen door by April 20, 2002. As of July 30, 2002, Sundholm failed to return to complete the following work: install the pediment, complete paint touch-up or trim at the two entry doors, around the window sills, or the porch, and remove debris from the job site.
5. The Weishaupts paid Sundholm a total of \$3,100.00, which included \$150.00 for a pediment over the front door that Sundholm

verbally agreed to install.

6. In a letter dated June 2, 2002, the Weishaupts requested Sundholm return \$1,150.00 of the \$3,100.00 paid. On or about June 10, 2002, Sundholm verbally promised the Weishaupts he would return \$1,150.00 for work not performed. Sundholm agreed to begin making monthly payments of \$250.00 in June 2002, until the \$1,150.00 was paid. In a letter dated June 30, 2002, the Weishaupts made a second request that Sundholm return \$1,150.00 for work not performed. In a letter dated July 3, 2002, Sundholm offered to refund the \$150.00 for the pediment and perform any reasonable touch-ups.

7. As of July 30, 2002, Sundholm failed to return to install the pediment, complete paint touch-up or refund money received for work not performed.

8. As of July 30, 2002, Sundholm failed to honor promises to perform touch-up work or refund money received for work not performed.

#### **Conclusion and Recommendation**

Count 1: 18 VAC 50-22-260(B)(9) (Effective September 1, 2001)

Sundholm's failure to make use of a legible written contract that contains all provisions specified in the regulation is a violation of Board Regulation 18 VAC 50-22-260(B)(9). I recommend a monetary penalty of \$250.00 be imposed for the violation of the regulation.

Count 2: 18 VAC 50-22-260(B)(31) (Effective September 1, 2001)

Sundholm's failure to make use of a written change order, signed by both the consumer and the licensee, for a modification to the existing contract is a violation of Board Regulation 18 VAC 50-22-260(B)(31). I recommend a monetary penalty of \$250.00 be imposed for the violation of the regulation.

Count 3: 18 VAC 50-22-260(B)(15) (Effective September 1, 2001)

Sundholm's failure to return to complete the work is a violation of Board Regulation 18 VAC 50-22-260(B)(15). I recommend a monetary penalty of \$1,000.00 be imposed for the violation of the regulation.

Count 4: 18 VAC 50-22-260(B)(16) (Effective September 1, 2001)

Sundholm's failure to return the monies received for work not performed is a violation of Board Regulation 18 VAC 50-22-260(B)(16). I recommend a monetary penalty of \$500.00 for the violation of the regulation.

Count 5: 18 VAC 50-22-260(B)(6) (Effective September 1, 2001)

Sundholm's failure to honor promises to perform touch-up work or refund money received for work not performed is a violation of Board Regulation 18 VAC 50-22-260(B)(6). I recommend a monetary penalty of \$500.00 be imposed for the violation of the regulation.

By:

\_\_\_\_\_

Charles W. Falwell  
Presiding IFF Board

Member

Board for Contractors

Date: July 22, 2003

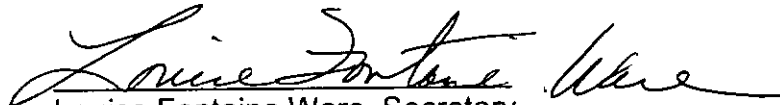
**FINAL ORDER RECOMMENDATION**

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2705 021935 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

The meeting adjourned at 3:15:minutes p.m.

BOARD FOR CONTRACTORS

  
\_\_\_\_\_  
Mark D. Kinser, Chairman

  
\_\_\_\_\_  
Louise Fontaine Ware, Secretary

COPY TESTE:

\_\_\_\_\_  
Custodian of Records

STATE AND LOCAL GOVERNMENT  
CONFLICT OF INTEREST ACT

TRANSACTIONAL DISCLOSURE STATEMENT  
for Officers and Employees of State Government

1. Name: Charles W. Falwell
  2. Title: Member
  3. Agency: Board for Contractors
  4. Transaction: Informal Fact-Finding Conferences on July 22, 2003
  5. Nature of Personal Interest Affected by Transaction: N/A
  6. I declare that:
    - (a) I am a member of the following business, profession, occupation or group, the members of which are affected by the transaction:
    - ☒ (b) I am able to participate in this transaction fairly, objectively, and in the public interest.
- Charles W. Falwell Signature 7-22-03 Date